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Shelby Cnty Judge of Probate, AL  
01/04/1983 00:00:00 FILED/CERTIFIED

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This instrument was prepared by

(Name) W. Howard Donovan, III  
2326 Highland Avenue  
(Address) Birmingham, AL 35205

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$6,000.00 cash and assumption of below described mortgage DOLLARS  
indebtedness in the amount of \$49,238.19.

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Thomas Ulon Newton, Jr. and wife, Rebecca M. Newton

(herein referred to as grantors) do grant, bargain, sell and convey unto

Charles P. Walker, Jr. and wife, Carla J. Walker

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

Lot 12, in The Round Table Subdivision, as shown by map of The Round Table Subdivision, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 7, Page 38; being situated in Shelby County, Alabama.

**Special Exceptions:**

1. Taxes for the year 1983 are a lien, but not due and payable until Oct. 1, 1983.
2. Building setback line of 35 feet reserved from Merlin Drive as shown by P
3. Public utility easements as shwon by recorded plat, including 5 foot eas
4. Transmission Line Permit to Alabama Power Company as shwon by instrument recorded in Deed Book 103 Page 171 and Deed Book 220 Page 46 in Probate Office.
5. Right-of-Way granted to Shelby County by instrument recorded in Deed Book 211 Page 622 in Probate Office.
6. Easement to South Central Bell as shown by instrument recorded in Deed Book 309 Page 341 in Probate Office.
7. Restrictions, covenants and conditions as set out in instrument recorded Misc. Book 24 Page 168 in Probate Office.
8. No individual lot shall have direct access to Shelby County Road No. 12 No. 22 as shwon by subdivision Plat.

Grantees by acceptance of this deed assume and agree to pay the debt in the present amount of \$49,238.19, secured by that certain Mortgage.

TO HAVE AND TO HOLD to the said GRANTEES as joint tenants with right of survivorship.

And ~~X~~(we) do for ~~MYSELF~~(ourselves) and for ~~MY~~(our) heirs executors, and administrators covenant with the said GRANTEES, the heirs and assigns, that ~~MYSELF~~(we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that ~~X~~(we) have a good right to sell and convey the same as aforesaid; that ~~X~~(we) will and ~~MY~~(our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 30th day of December, 19 82

WITNESS:

Deed TAX 5.00  
Rec 1.50  
Ind 1.00  
7.50 1983 JAN -4 AM 9:53  
(Seal)

Thomas Ulon Newton Jr.  
THOMAS ULON NEWTON, JR. (Seal)  
Rebecca M. Newton  
REBECCA M. NEWTON (Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that THOMAS ULON NEWTON, JR. and REBECCA M. NEWTON whose name S are signed to the foregoing conveyance, and who are known to me, they on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of December

Form 31-A

\$1,000.00 the cash consideration mentioned above was paid from a mortgage  
loan clo: imultaneously herewith.